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AWARD/CONTRACT	1. THIS C	CONTRAC R DPAS (CT IS 15 C	A RA FR 38	TED ORDER	RAT	ING		PAGE · 1	0F 	PAGES 7
2. CONTRACT (Proc. Inst. Ident.) NO.	3. EFFECTIV			mm dd)	1	ON/PURCHASE		PROJECT	NO.		
N00104-11-C-K901		011 FE				I-11-N-80					
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E-Mail: david.duval@navy.mil Phone: (717) 605-1145			3009 112th AVENUE NE SUITE 200 BELLEVUE WA 98004-8019				•				
> NAVICP-Mech Administrator Information: Code 0242.04 E-Mail: david.daval@navy.mil Phone: (717) 608-1145					013 1171 71	3004-0017				none	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, co	unty, State a	nd ZIP Cod	<u>↓</u> e/			8. DELIVERY					
LIGHTFORCE USA, INCORPORATED						FOB	ORIGIN	X I	Destinati	on	
dba NIGHTFORCE OPTICS						9. DISCOUNT	FOR PHOM	PT PAYN	MENT		-
1040 HAZEN LANE							N	let 30			
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11. SHIP TO/MARK FOR CODE	See Sec	tion E	12. 8	AYMEN	T WILL BE MA	ADDRESS S	HOWN IN	CODE			
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See Section F, page 3.			1	AS C	O/ WE: 7	ST ENTIT	LEMENT	COPE	LATIO I	NS	
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN	COMPETITIO	N:	14. ACCOUNTING AND APPROPRIATION DATA								
10 U.S.C. 2304(c) 6) 41 U.S.C.	253(c) (1				Refer to S	ection G, p	age 3,			•
15A. ITEM NO. 15B. SUPPLIES/SER	VICES		18	c. a	UANTITY	15D.UNIT	16E. UNIT	PRICE	15F.	AMC	UNT
SEE SCHEDULE Section "B"	nages 2.										
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(X) SEC. DESCRIPTION		PAGE(S)	(X)	SEC.	~_	DES	CRIPTION			~ P	AGE(S)
PART 1 - THE SCHEDULE						PART II - CON	TRACT CLA	USES			
X A SOLICITATION/CONTRACT FORM		1	Х		CONTRACT C	LAUSES				T.	5
B SUPPLIES OR SERVICES AND PRICES/COSTS		2			T III - LIST OF		, exhibits	AND OT	HER ATTA	CH.	
C DESCRIPTION/SPECS.WORK STATEMENT		<u> </u>	×	J	LIST OF ATTA				· 	L_	_7
O PACKAGING AND MARKING * E INSPECTION AND ACCEPTANCE		_	 	· · · · · ·	T	REPRESENTAT					
K F DELIVERIES OR PERFORMANCE		3	l	К	REPRESENTATI STATEMENTS	ons, cert! Of offeror	FICATIONS A	and oth	ĿĦ		
★ G CONTRACT ADMINISTRATION DATA		3	 	L	INSTRS., CON	IDS., AND NO	OTICES TO O	FFERORS			
* H SPECIAL CONTRACT REQUIREMENTS		4		м	EVALUATION						
CONTRACTING O	FFICER WI	ILL COM	PLET	E ITE	M 17 OR 18	3 AS APPL	ICABLE				
17. K CONTRACTOR'S NEGOTIATED AGREEMENT (C	ontractor is r	equired to	18.] ,	AWARD (Contra	actor is not re	quired to sign	this doc	vment.)	Your	
sign this document and return 1 copies to issuir					citation Number						
agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated			[forth	in full	above, is hereb	y accepted as	to the items	listed ab	ove andor	n any c	condition
herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the			o sheets. this award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this					ollowing (b) this			
and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, on specifications, as are attached or incorporated by reference herein. (Attachments are			awar	d/contr	act. No further	contractual d	ocoment is n	ecessary.	-		
listedo harein.) 19A. NAME AND TITLE OF SIGNER (Tyng or nijati			<u> </u>	NAME	OF CONTRACTI	NG OFFICER					<u> </u>
#		i	J	ODE	ENE R. W	ATKINS	3				•
198 NAME OF CONTRACTOR . 190 DATE SIGNED				UNITED,	STATES OF A	MERICA .	• • • • • • • • • • • • • • • • • • • •	2	OC. DATE	SIGN	ÊD
RV	2-3-2	2011	ву	(XI)	LAKE ()	Wather	,		2011	T I	B 02
	<u> </u>		T -	71	(Signature o	f Contracting	Officer)		AV L I	,#2 JESz	27 UZ

SECTION	ON B N00104-11-C-K901 Page 2 of				
ITEM NO.	SUPPLIES / SERVICES ·	QUANTITY	UNIT	UNIT PRICE	2 of 7 AMOUNT
0001	Scope - Part Number: MIL-1550-F1ZSMRH58 ACRN: AA Description: NightForce, Army Spec F1, 3.5-15x50, Horus H58 reticle, ZeroStop, .1 Mil-Radian High-Speed turrets / 10 Mils per revolution. Certify Scopes to meet all Mil- Spec Requirements to include environmental testing. Reference Quote Number: 11211JH	(b)(4)	EA	(b)(4)	\$460,180.00
	PACKAGING: Standard Commercial Package is acceptable and authorized. Unit Price includes Shipping Costs.				-
	NOTE: Per Negotiation - The Day Scopes (MIL-1550-F1MDMOA) procured under contract N00104-09-C-K920, Quantity of 346 Each SHALL be RETURNED (Freight FOB, Postage Paid) to: (Return shall be accomplished prior to 04/30/2011) LightForce USA, Incorporated dba NightForce Optics Inc. 336 Hazen Lane OFOFINO ID 83544-9616			·	

SECTION E - INSPECTION AND ACCEPTANCE (NAVICE-M) (APR 1993)

- () 1. Inspection of supplies and packaging will be performed at the contractor location by the Contract Administration Office (CAO) unless otherwise specified below.
 - () Manufacturing Site ()
 - () Manufacturing Site CAO ()
 - () Packaging Site ()
 - () Packaging Site CAO ()
-) 2. Final acceptance will be performed at the contractor's location on page 1, unless otherwise specified below.
 - () Manufacturing site and CAO listed above.
 - Packaging site and CAO listed above.
 - () Destination
- (X) 3. Inspection and acceptance will be performed by the consignee at destination.

SECTION E

*52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

*52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

SECTION F -

*NAVICPFA01 - NOTICE REGARDING F.O.B. POINT (NAVICP-M) (JAN 1993)

Offers/Bids submitted on an F.O.B. basis other than that required by the Solicitation.

- () shall be rejected as non-responsive.
- (X) may be rejected as unacceptable.
 - *52.242-15 STOP-WORK ORDER (AUG 1989)
 - *52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
 - 52.247-34 F.O.B. DESTINATION (JAN 1991)
 - 52.247-48 F.O.B. DESTINATION EVIDENCE OF SHIPMENT (FEB 99)

F-DELIVERY

(Early delivery is acceptable and desirable, at no additional costs to the Government. Partial deliveries are acceptable.)

	Item	Quantity	Date
	0001		2011 JUN 17 (11168) OR SOONER
	0001		2011 JUL 18 (11199) OR SOONER
	0001		2011 AUG 18 (11230) OR SOONER
	0001	(b)(4)	2011 SEP 19 (11262) OR SOONER
	0001		2011 OCT 20 (11293) OR SOONER
	0001		2011 NOV 21 (11325) OR SOONER
1	0001		2011 DEC 15 (11349) OR SOONER

SECTION F - TIME OF DELIVERY

Unless otherwise indicated in this contract, accelerated delivery is desirable and acceptable. The addresses for the activities designated to receive supplies are listed below:

LINE / SUBLINE ITEM & QTY SHIP TO:	MARK FOR:
0001 346 Each N00164 RECEIVING OFFICER NAVAL SURFACE WARFARE CEN BUILDING 3291 Code JXQR 300 HIGHWAY 361 CRANE IN 47522-5001	NTER - CRANE Code JXQR 812-854-2499

NOTE: The above Mark For information is to be noted on the DD 250 (Block 14) or WAWF-RR for each applicable subline item.

SECTION G -

G - ACCOUNTING CLASSIFICATION

	APPROPRIATION		BUREAU	SUB	AUTH		PROPERTY	
	SYMBOL AND	OBJECT.	CONT	ALLOT	ACCTG		ACCTG	
ACRN	SUBHEAD	CLASS	NO	NO	ACTY.	TYPE	ACTY	COST CO

AA 9770300.56SA 0 SQ7323 [5614B00000 252G 828400 MIPR0HAV0A170 0L4060 S18001

(Ref # MIPR0HDAV0A170)

JAADYC Amount:

\$460.180.00

G - NOTE FOR CONTRACTOR & ADMINISTRATIVE CONTRACTING OFFICER (NAVICP-M) (JUL 2002)

- 1. When a DCMA office is shown on a Contract/Purchase Order, the Administrative Contracting Officer (ACO) is the primary point of contact and all inquiries shall initially be directed to his office for necessary action.
- 2. Inquiries and correspondence directed to the Post Award PCO should be addressed as follows:

Code: 0242.04

Phone: (717) 605-1145 FAX: (717) 605-2807

E-Mail: david.duval@navv.mil

3. Telephone inquiries should be made only in cases of extreme urgency and must be confirmed in writing within 48 hours. If the inquiry involves technical questions (drawing, specification, etc.) inquiry should be submitted in accordance with the procurement specification.

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made in contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME\ CODE 0242 PERSONNEL \ ADDRESS\ P.O. BOX 2020 MECHANICSBURG, PA 17055 \ TELEPHONE \ 717-605-1145 \ E-Mail: david.duval@navy.mil

SECTION H - SPECIAL DISTRIBUTION (MAY 2005)

NOTE 1: Use of the Wide Area Work Flow Receipt and Acceptance (WAWF-RR) electronic form fulfills the requirement for a Material Inspection and Receiving Report (DD Form 250). See clause 252,246-7000 Material Inspection and Receiving Report (March 2003).

NOTE 2: When using WAWF-RR to submit Contract Data Requirements List (CDRL) data and "Not Separately Priced" items, the following information shall be listed in the "Comments" field of the WAWF electronic form: Shipping company, shipment tracking number, and date shipped,

DD250s or WAWF-RR documents acc'ompanying the shipment are to be attached as follows (Type of Shipment - Location): Carload or truckload - Affix to the shipment where it will be readily visible and available upon request.

Less than carload or truckload - Affix to container number one or container bearing lowest number.

Mail, including parcel post - Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.

KEY: *= Hard Copy	46 p 11 10 11m p 1		44 4 44			\neg
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[AND A TIME COP)		S = Include a	an Chica Shi	JUILLE ACCU	HIGHIS	- 1
						- 1

DD250/ WAWF-RR GBL DESIGNATOR / CLIN

DESIGNEE and E-Mail Addresses

1	0001	CONSIGNEE
I	0001	CONTRACT ADMINISTRATION OFFICE (DCMA)
1		COMMANDER NAVAL INVENTORY CONTROL POINT 5450 CARLISLE PIKE PO BOX 2020 BLDG 410 MECHANICSBURG PA 17055-0788 ATTN: Code 0242.04 david.duval@navy.mil
1 .	0001	ATTN: Code OSM margaret.lyons@navy.mil
		COMMANDER NAVAL SURFACE WARFARE CENTER - CRANE 300 HIGHWAY 361 BLDG 3291 CRANE IN 47522-5001
1	0001	ATTN: Code JXQR keitha.healy@navy.mil
1	1000	WAWF-RR Acceptance by: david.curry@navy.mil (812-854-5766)

SECTION I - *52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)-(676)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm http://www.arnet.gov/far http://forsite.hill.af.mii/VFDFARa.htm 52.202-1 **DEFINITIONS (JUL 2004)** 52,203-3 **GRATIUITIES (APR 1984)** 52,203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) 52.203-6 () ALT I (Commercial Item) (OCT 1995) ANTI-KICKBACK PROCEDURES (JUL 1995) 52.203-7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) 52,203-10 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) 52,203-12 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008) 52,203-13 52,204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) *52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008) 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (SEP 2006) *52.211-5 MATERIAL REQUIREMENTS (AUG 2000) AUDIT AND RECORDS--NEGOTIATION (JUNE 1999) 52.215-2 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997) *52.215-8 52,219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) *52,222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) *52.222-3 CONVICT LABOR (JUN 2003) *52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JUL 2005) CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEMDIES (REB 2008) *52.222-19 *52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) *52,222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) *52,222-26 EQUAL OPPORTUNITY (MAR 2007) *52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003) *52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) *52,222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) *52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIBILE VETERANS (SEP 2006) *52,223-6 DRUG-FREE WORKPLACE (MAY 2001) *52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008) *52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC:2007) PATENT INDEMNITY (APR 1984) *52.227-3 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) *52.232-8 DISCOUNTS FOR PROMPT PAYMENTS (FEB 2002) *52,232-11 EXTRAS (APR 1984) INTEREST (OCT 2008) *52,232-17 *52,232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

- *52,232-25 PROMPT PAYMENT (OCT 2008)
- *52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- *52,233-1 DISPUTES (JUL 2002)
- *52.233-3 PROTEST AFTER AWARD (AUG 1996)
- *52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- *52.242-12 REPORT OF SHIPMENT (REPSHIP) (JUN 2003)
- *52.243-1 CHANGES--FIXED PRICE (AUG 1987)
- 52.244-2 SUBCONTRACTS (JUN 2007)
- *52,244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2008)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.247-1 COMMERCIAL BILL OF LADING NOTÁTIONS (FEB 2006)
- 52.248-1 VALUE ENGINEERING (FEB 2000)
- 52,248-1 (X) ALT III (APR 1984)
- 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
- *52,249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- *52,253-1 COMPUTER GENERATED FORMS (JAN 1991)

252,203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)
*252,204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
*252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
*252,204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
*252,204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (SEP 2007)
*252,225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005)
*252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
*252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)
*252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
*252.227-7030	TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)
*252,227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
*252.243 -7 001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
*252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
*252,246-7001	WARRANTY OF DATA (DEC 1991)

*52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) Definition: "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows: Warning: Contains (or manufactured with, if applicable) * , a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. * The Contractor shall insert the name of the substance(s).

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

*252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR/2008)

- (a) Definitions. As used in this clause -
 - (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 - (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
 - (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wwwf.eb.mil/.
- (c) The Contractor may submit a payment request and receiving report using other than WAWF only when -
 - (1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
 - (2) DoD is unable to receive a payment request or provide acceptance in electronic form;
 - (3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or
 - (4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

SECTION J - LIST OF ATTACHMENTS (NAVICP-M) (AMMO) (FEB 1994)							
The documents listed below marked with an "X" are physically inclu	uded in this contract.						
(X) Award/Contract (Standard Form 26)	() DD Form 1423						
(X) Continuation Sheet (Supply Contract) (Pages 2 thru 7)	() DD Form 1423 (Back)						

() Attachments (pages thru)

() Specifications